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Attorneys for Defendants

TRUMP CARD, INC.

TIFLOR TRANSPORTATION, LLC (dba TRUMP CARD SAN DIEGO)

TRUMP CARD HOLDINGS, INC.

TRUMP CARD CALIFORNIA, INC.

MAGNATE HOLDINGS, LLC

MAGNATE WORLDWIDE, LLC

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

THE BOARD OF TRUSTEES OF THE) Case No.: 4:18-cv-01497-KAW
LELAND STANFORD JUNIOR UNIVERSITY,)

Plaintiff,

v.

TRUMP CARD, INC. (a California corporation) **ANSWER OF DEFENDANTS TRUMP**
and LLC); TIFLOR TRANSPORTATION, LLC) **CARD, INC., TIFLOR**
(a California LLC) (dba TRUMP CARD SAN) **TRANSPORTATION, LLC (DBA TRUMP**
DIEGO); TRUMP CARD HOLDINGS, INC. (a) **CARD SAN DIEGO), TRUMP CARD**
California corporation and LLC); TRUMP CARD) **HOLDINGS, INC., TRUMP CARD**
CALIFORNIA, INC. (a California corporation) **CALIFORNIA, INC., MAGNATE**
and LLC); SIMPATICO, INC. (a California) **HOLDINGS, LLC, AND MAGNATE**
corporation); MAGNATE HOLDINGS, LLC) **WORLDWIDE, LLC**
(corporate status unknown); MAGNATE)
WORLDWIDE, LLC (an Illinois LLC);)
GHUMAN TRANSPORT CORPORATION (a)
California corporation); BIRKIRAN SINGH (a)
California resident); RAPID TRUCKING, LLC (a)
California corporation and LLC); TRANS)
XPRESS LINE, INC. (a California corporation)
and LLC); JERMAINE MARKEES TURNER (a)
California resident); LANDSTAR EXPRESS)
AMERICA, INC.; PRIDE LOGISTICS; and)
DOES 3 through 50, inclusive,)

Defendants.

1 LANDSTAR EXPRESS AMERICA, INC.,)
)
 2 Cross-Complainant,)
 3 v.)
)
 4 GHUMAN TRANSPORT CORPORATION and)
 ROES 1 THROUGH 50,)
)
 5 Cross-Defendants.)
 6)

7 Defendants Magnate Worldwide, LLC, Magnate Holdings, LLC, Trump Card
 8 Holdings, Inc., Trump Card California, Inc., Trump Card, Inc., and Tiflor Transportation, LLC
 9 dba Trump Card San Diego (hereinafter “Magnate/Trump Defendants”), respond to the
 10 Complaint of Plaintiff The Board of Trustees of the Leland Stanford Junior University as follows:

11 **ALLEGATIONS COMMON TO EACH CAUSE OF ACTION**

12 1. The Magnate/Trump Defendants admit that Trump Card, Inc.; Tiflor
 13 Transportation, LLC (dba Trump Card San Diego); and Trump Card California, Inc. are residents
 14 of the State of California; otherwise, the Magnate/Trump Defendants deny the allegations of
 15 Paragraph 1 of the Complaint.

16 2. The Magnate/Trump Defendants each admit that Trump Card Inc. entered into
 17 a contract of carriage with Argonne National Laboratory and/or SLAC National Acceleration
 18 Laboratory (“SLAC”); otherwise, the Magnate/Trump Defendants deny the allegations of
 19 Paragraph 2 of the Complaint.

20 3. The Magnate/Trump Defendants deny the allegations of Paragraph 3 of the
 21 Complaint.

22 4. The Magnate/Trump Defendants have insufficient knowledge or information to
 23 respond to the allegations of Paragraph 4 of the Complaint, and therefore deny each and every
 24 allegation therein.

25 5. The Magnate/Trump Defendants deny the allegations of Paragraph 5 of the
 26 Complaint.

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6. The Magnate/Trump Defendants have insufficient knowledge or information to respond to the allegations of Paragraph 6 of the Complaint, and therefore deny each and every allegation therein.

7. The Magnate/Trump Defendants admit that at all times relevant, Trump Card Holdings, Inc.; Trump Card California, Inc.; and Magnate Worldwide, LLC were engaged in the business of interstate and intrastate transportation of goods; and that Trump Card Inc. was contracted to perform transportation services for Argonne National Laboratory and/or SLAC; otherwise, the Magnate/Trump Defendants deny the allegations of Paragraph 7 of the Complaint.

8. The Magnate/Trump Defendants have insufficient knowledge or information to respond to the allegations of Paragraph 8 of the Complaint, and therefore deny each and every allegation therein.

9. The Magnate/Trump Defendants each admit that Trump Card Inc. entered into a contract of carriage with Argonne National Laboratory and/or SLAC National Acceleration Laboratory ("SLAC"); otherwise, the Magnate/Trump Defendants have insufficient knowledge or information to respond to the allegations of Paragraph 9 of the Complaint, and therefore deny each and every allegation therein.

10. The Magnate/Trump Defendants have insufficient knowledge or information to respond to the allegations of Paragraph 10 of the Complaint, and therefore deny each and every allegation therein.

11. The Magnate/Trump Defendants deny the allegations of Paragraph 11 of the Complaint.

12. The Magnate/Trump Defendants deny the allegations of Paragraph 12 of the Complaint.

13. The Magnate/Trump Defendants deny the allegations of Paragraph 13 of the Complaint.

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FIRST CAUSE OF ACTION

14. In response to Plaintiff's re-allegation and incorporation of Paragraphs 1-13 of the Complaint, the Magnate/Trump Defendants incorporate their corresponding responses above, as if set forth fully herein.

15. The Magnate/Trump Defendants each admit that Trump Card Inc. entered into a contract of carriage with Argonne National Laboratory and/or SLAC National Acceleration Laboratory ("SLAC"); otherwise, the Magnate/Trump Defendants deny the allegations of Paragraph 15 of the Complaint.

16. The Magnate/Trump Defendants deny the allegations of Paragraph 16 of the Complaint.

17. The Magnate/Trump Defendants deny the allegations of Paragraph 17 of the Complaint.

18. The Magnate/Trump Defendants admit they have a copy of Trump Card, Inc. Airbill No. 943977 in their possession; otherwise, the Magnate/Defendants have insufficient knowledge or information to respond to the allegations of Paragraph 18 of the Complaint, and therefore deny each and every allegation therein.

19. The Magnate/Trump Defendants have insufficient knowledge or information to respond to the allegations of Paragraph 19 of the Complaint, and therefore deny each and every allegation therein.

SECOND CAUSE OF ACTION

20. The Magnate/Trump Defendants deny the allegations of Paragraph 20 of the Complaint.

21. The Magnate/Trump Defendants deny the allegations of Paragraph 21 of the Complaint.

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RESPONSE TO PLAINTIFF'S PRAYER

The Magnate/Trump Defendants assert that Plaintiff has no right to any relief prayed for, or any relief whatsoever. Further answering the Complaint, the Magnate/Trump Defendants set forth the following affirmative defenses:

FIRST AFFIRMATIVE DEFENSE

The Complaint fails to state a claim for relief.

SECOND AFFIRMATIVE DEFENSE

Plaintiff's claims are equitably barred by principles of waiver, estoppel, laches and unclean hands.

THIRD AFFIRMATIVE DEFENSE

The Complaint, and each cause of action herein, is barred by the contracts between the parties, including without limitation, Plaintiff's contracts with each Defendant.

FOURTH AFFIRMATIVE DEFENSE

The Complaint, and each cause of action therein, is barred by Defendant Ghuman Transport Corporation's breach of contract.

FIFTH AFFIRMATIVE DEFENSE

Plaintiff's alleged damages, if any, were caused or contributed to by the negligence and/or willful act of third parties, not related to the Magnate/Trump Defendants.

SIXTH AFFIRMATIVE DEFENSE

The Complaint, and each cause of action therein, is barred by the principle of equitable indemnity.

SEVENTH AFFIRMATIVE DEFENSE

The Magnate/Trump Defendants are informed and believed that they complied with the instructions of Plaintiff where applicable for the services at issue.

EIGHTH AFFIRMATIVE DEFENSE

The Magnate/Trump Defendants deny that Plaintiff was damaged in the amount alleged in its Complaint, or in any amount at all.

NINTH AFFIRMATIVE DEFENSE

Plaintiff had full knowledge of all risks involved in its actions, and voluntarily assumed the risk of the injury and damage of which it complains.

TENTH AFFIRMATIVE DEFENSE

Plaintiff's damages, if any, are limited by the Carmack Amendment to the Interstate Commerce Act, 49 U.S.C. Section 14707 and the terms and conditions of Trump Card, Inc.'s way bill.

ELEVENTH AFFIRMATIVE DEFENSE

Plaintiff's damages, if any, are limited by contractual agreement.

TWELFTH AFFIRMATIVE DEFENSE

The Magnate/Trump Defendants performed all obligations owed to Plaintiff, except those obligations the Magnate/Trump Defendants were prevented or excused from performing by the acts and or omissions of Plaintiff, or other persons.

THIRTEENTH AFFIRMATIVE DEFENSE

The Magnate/Trump Defendants reserve the right to assert additional affirmative defenses in the event that additional defenses become apparent during the course of this litigation.

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WHEREFORE, the Magnate/Trump Defendants pray that Plaintiff be denied any relief whatsoever; that judgment be rendered in favor of the Magnate/Trump Defendants and against Plaintiff; that the Magnate/Trump Defendants be awarded their costs of suit incurred in defense of this action; and for such other and further relief as the Court deems proper.

Dated: March 15, 2018

FLYNN, DELICH & WISE LLP

By: /s/ Erich P. Wise

Erich P. Wise

Attorneys for Defendants

TRUMP CARD, INC.

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